

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

In Re:	:	Case No. 07-58740
	:	
	:	Judge Preston
RALPH V. TAYLOR	:	
	:	Chapter 13
Debtor.	:	

**MOTION TO SHOW CAUSE WHY BANK OF AMERICA SHOULD NOT BE HELD
IN CONTEMPT FOR NUMEROUS VIOLATIONS OF THE DISCHARGE INJUNCTION**

Now comes the debtor and files the herein *Motion to Show Cause Why Bank of America Should not be Held in Contempt for Numerous Violations of the Discharge Injunction* Pursuant to 11 U.S.C. 524(a)(2):

(a) A discharge in a case under this title... (2) operates as an injunction against the commencement or continuation of an action, the employment of process, or an act, to collect, recover or offset any such debt as a personal liability of the debtor, whether or not discharge of such debt is waived;

1. Mr. Taylor has been subject to harassment and numerous violations of the discharge injunction. Bank of America, the successor to Countrywide Home Loans Inc. (hereinafter "BofA") has been regularly demanding payment of a mortgage which was avoided in an adversary proceeding on July 26, 2013 in *Ralph V. Taylor v. Countrywide Home Loans*, (AP Case No.12-02457, Doc. 26) and subsequently discharged as an unsecured non-priority debt on October 9, 2013 (Doc. 76).
2. The bankruptcy was filed on October 30, 2007 (Doc. 1).
3. Mr. Taylor has been receiving demands for payment for this debt of approximately \$92,865.90 on a monthly basis since October 2013 for Account No. 056886696.
4. He received monthly statements for forty-two (42) months but he did not save all of them. Attached is one of the twenty-six (26) statements that Mr. Taylor has saved over the years.
5. Mr. Taylor has spoken with BofA numerous times by phone since 2013 and told representatives—which were never the same—that he received a discharge in bankruptcy.

6. Despite Mr. Taylor's communications, BofA would not acknowledge said discharge or provide a firm commitment that payment demands would cease.
7. Mr. Taylor would often be told contradictory or ambiguous information depending on which representative he spoke with on any given day.
8. Mr. Taylor would often request to speak with a supervisor. He diligently worked his way up through the chain of command but could not get anyone to take him seriously or handle the matter in a competent manner.
9. On at least one occasion, he spent approximately one hour on the phone as he was routed through various persons at different extensions.
10. The actions of BofA has resulted in an approximately 5-year ordeal which has caused Mr. Taylor great stress all during that time including undue tension, lack of focus, loss of sleep, short-temperedness, anxiety, irritability and constant feelings of nervousness. The thought of receiving another payment demand from BofA was always on his mind and resulted in consternation and bewilderment.
11. Moreover, the possibility of losing his home caused great fear and anxiety. The account statement says that "[y]our mortgage payments are late. If you don't bring your loan current, it may result in fees and foreclosure (the loss of your home)".
12. Mr. Taylor has suffered substantial loss of enjoyment of everyday life. The anxiety and irritability negatively affected relationships with his friends including his longtime girlfriend.
13. The stress carried over into his employment and caused lack of focus and he was unable to do his best work for his employer because of the anxiety.
14. Mr. Taylor, after a while, reasonably believed that no matter how hard he tried to convince BofA that he filed bankruptcy, they would continue to demand payment which caused great stress.
15. Mr. Taylor was denied the full benefit of his discharge and did not attained full closure regarding his debts, but instead has suffered unnecessarily for the last several years

16. Bank of America (fka Countrywide Home Loans Inc) had actual notice of the bankruptcy and was listed on Schedule D of the petition and was the defendant in the adversary proceeding *Ralph V. Taylor v Countrywide Home Loans Inc.* as stated herein.
17. Bank of America's violations of the discharge injunction was knowing and willful.
18. The payment demands finally ceased when Mr. Taylor filed a *Motion to Reopen Case* was filed on March 20, 2017 (Doc. 81) which was withdrawn on April 27, 2017 (Doc. 85) in the hope that the matter could be settled without litigating. Although numerous communications have been exchanged between legal counsel since that time, the parties unfortunately find themselves at an impasse. Thus, a second *Motion to Reopen Case* was filed on January 31, 2018 (Doc. 86) which was granted on May 22, 2018 (Doc. 87).
19. This action is timely filed pursuant to said order (Doc. 87).

WHEREFORE, the debtor respectfully requests a finding, order, declaration and judgment that Bank of America has (a) willfully and knowingly violated the discharge injunction (Doc. 76) numerous times and is in contempt of court, (b) that said violations have directly and proximately caused damage to the debtor, (c) that it shall pay compensatory, economic and punitive damages to the debtor, (d) that it shall pay the reasonable attorneys fees and costs incurred by the debtor in pursuit of this action, and (e) any other relief deemed just and equitable.

Respectfully Submitted,

/s/ Mitchell Marczewski (0073258)
Attorney for Debtor
MARCZEWSKI LAW OFFICES LLC
1020 Maple Ave
Zanesville, OH 43701
740 453-8900
740-453-8988, Fax
mitch@zanesvillelawyer.com
www.zanesvillelawyer.com

NOTICE OF MOTION (LBR 9013-1)

Debtor's Counsel has filed papers with the court as stated herein. **Your rights may be affected.** You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you do not want the Court to grant the relief sought in the motion, then on or before **twenty-one (21) days from the date set forth in the certificate of service for the motion**, you must file with the Court a response explaining your position by mailing your response by regular US Mail to: Clerk, U.S. Bankruptcy Court, 170 N. High St., Columbus OH 43215 OR your attorney must file a response using the Court's ECF System. The Court must **receive** your response on or before the above date.

You must also send your response either by the court's ECF System or by US Mail to:

Mitchell Marczewski, Esq.
1020 Maple Ave
Zanesville OH 43701

Chapter 13 Trustee
130 E Wilson Bridge Rd #200
Worthington OH 43085

U.S. Trustee
170 N High St #200
Columbus OH 43215

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the motion and may enter an order granting that relief without further notice.

CERTIFICATE OF SERVICE (LBR 9013-3)

I hereby certify that a copy of the foregoing *MOTION TO SHOW CAUSE WHY BANK OF AMERICA SHOULD NOT BE HELD IN CONTEMPT FOR NUMEROUS VIOLATIONS OF THE DISCHARGE INJUNCTION* was served (i) electronically on June 5, 2018 through the court's ECF System on all ECF participants registered in this case at the email address registered with the court.

and (ii) by ordinary U.S. Mail on June 5, 2018 addressed to:

Bryan T Moynihan-CEO
Bank of America
100 N. Tryon St.
Charlotte NC 28255

CT Corporation System—Registered Agent
4400 Easton Commons Way, Suite 125
Columbus OH 43219

LeAnn Covey, Esq.
Clunk Paisley Hoose Co. L.P.A.
4500 Courthouse Blvd.
Stow OH 44224

/s/ Mitchell Marczewski, Esq. (0073258)



PO Box 31785
Tampa, FL 33631-3785

Customer service information

Customer service: 1.800.669.6607
TDD/TTY users only: 1.800.300.6407
En Español: 1.800.295.0025

bankofamerica.com



HL 1 579 543 000 014921 #001 SP 0.399

RALPH TAYLOR
414 S 9TH ST
CAMBRIDGE OH 43725-2644

Account number	056886696
Payment due date	02/01/17
Total amount due	\$92,865.90
<i>If payment is received after 02/16/17, \$37.84 late fee will be charged.*</i>	

Your Home Loan Account

Statement date: January 17, 2017

Your mortgage payments are late. If you don't bring your loan current, it may result in fees and foreclosure (the loss of your home). If you're experiencing financial difficulty, please refer to the Additional contact information section of your statement for information about mortgage counseling or assistance.

Account information

Property address	414 S. 9TH ST.
Loan type	30 Yr Conv Adj Rate Mtge
Contractual remaining term	26 Years, 10 Months
Principal balance	\$155,473.41
Escrow balance	-\$982.72
Interest rate until 07/2017	3.625%
Prepayment penalty	No

Past payments breakdown

	Paid since last statement	Paid year to date*
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (taxes and insurance)	\$0.00	\$0.00
Fees, charges, and advances	\$0.00	\$0.00
Total	\$0.00	\$0.00

Explanation of total amount due

Principal	\$401.75
Interest	\$355.16
Escrow (taxes and insurance)	\$198.91
Regular monthly payment	\$955.82
Current period fees and charges	\$52.84
Overdue payments, fees, and charges*	\$91,857.24
Total amount due	\$92,865.90

*Please see the "Other important information" section of the statement.

Transaction activity (12/17/16 to 01/17/17)

Date	Description	Charges	Payments
12/23/16	Property Inspection	\$15.00	
01/17/17	Late Fees (full payment not received by 01/01/2017)	\$37.84	

Additional contact information

Housing counselor information: If you would like counseling or assistance, you can contact the U.S. Department of Housing and Urban Development (HUD). For a list of homeownership counselors or counseling organizations in your area, go to hud.gov/offices/hsg/sfh/hcc/hcs.cfm or call 1.800.569.4287.

General inquiries	To mail a payment	Overnight mail	Insurance matters
PO Box 31785 Tampa, FL 33631-3785	PO Box 15222 Wilmington, DE 19886-5222	Retail Payment Services, DE5-023-03-04 Christiana III 900 Samoset Drive Newark, DE 19713-6002	Insurance Dept. PO Box 961291 Fort Worth, TX 76161-0291
	Payments can also be made by phone, online, or at any Bank of America financial center.	Accepts overnight mail only. In-person payments are not accepted at this address.	

Notice of Error, Requests for Information and Qualified Written Requests (as defined in RESPA) must be sent to: PO Box 942019, Simi Valley, CA 93094-2019. You have certain rights under federal law to resolve errors and request information related to your account. For more information about these rights, you can go to bankofamerica.com or contact us.

Payment processing information



The following payment options are available to you:

PayPlan – With PayPlan, you can have your mortgage payments automatically drafted from your checking or savings account. If paying from a non-Bank of America account, there may be a fee up to \$4 per transaction. Call us at 1.866.767.4131 for more details or to enroll.

Online Banking and Mobile Payments – With these options, you can make your monthly mortgage payment at any time. Visit us online at bankofamerica.com for more details.

Mortgage Pay on the Web (MPW) – This service allows you to make your monthly mortgage payment through Online Banking. With MPW, there is no fee when paying from a Bank of America checking or savings account. If paying from a non-Bank of America account, there is no fee as long as you pay during the first half of your grace period; however, a \$6 fee will be charged if you pay during the second half of your grace period.

Pay By Phone – This service allows you to pay your monthly mortgage payments by phone either through our automated service or through a customer service representative.

Crediting of Payments: We credit mailed payments as of the date received, if the payment is: (1) paid with a check payable to Bank of America, N.A., and drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order that includes your loan number on the check or money order; (2) sent with the payment coupon; and (3) received at the payment address on the payment coupon or another acceptable payment address designated on this statement by 5 p.m., Monday through Friday, excluding federal holidays, in the time zone of the payment address. Payments received through means other than mail, such as PayPlan, Online Banking and Pay By Phone, will be credited to your account in accordance with the terms and conditions of those services. Payments that fail to meet applicable requirements may result in crediting delays or may be returned. If your loan is in default, bankruptcy or foreclosure, this may impact our ability to credit your payments. In addition, one or more payment services may be unavailable and you may be required to pay with certified funds or other forms of payment.

Payments Made by Check: We process most payment checks electronically by using information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). We will not return your check to you. If your check does not clear upon initial presentment, we may attempt to withdraw funds from your account electronically one or more times. Postdated checks will be processed on the date received, unless we agree to honor the date written on the check as a condition of a repayment plan. We may charge you a fee of up to \$40 for any payment returned or rejected by your financial institution, subject to your loan documents and applicable law.

Application of Payments: In general, payments will be applied as described in your loan documents (including any loan modifications), subject to applicable law and any other requirements, such as investor and insurer/guarantor requirements. Periodic payments received and accepted will first be applied to the longest outstanding periodic payment due. If your loan is not current and you submit additional amounts with a periodic payment, the additional amounts will be applied to your outstanding periodic payments until your periodic payments are paid current and then applied to fees or other amounts owed on your account before applying the remaining additional amounts as you instructed. If your loan is not current and the additional amounts you submit with a periodic payment are insufficient to bring your outstanding periodic payments current, then the remaining additional amounts will be posted to your unapplied funds account. If your loan is current and you submit additional amounts with your current periodic payment due, the additional amounts will be applied to fees or other amounts owed on your account before applying the remaining additional amounts as you instructed, or, if no instructions are provided, they will be applied to the principal balance of your loan.



Your Home Loan Account

RALPH TAYLOR

| Account 6696

| January 17, 2017

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Paying Your Loan Ahead: We allow you to prepay your periodic payments one month in advance. If you want to prepay more than one periodic payment, please contact us. Without written instructions from you, any attempt to prepay more than one periodic payment on your loan will result in your payments being applied to the principal balance of your loan.

Fees: In addition to the fees described herein, there may be fees for certain services requested by you and related to the servicing of your loan. These fees are either listed on our website or will be disclosed in connection with the service you request. All fees are subject to change without prior notice.

Partial payment policy: A partial payment is a payment that is less than your periodic payment amount due. Depending on a number of factors including the requirements of your loan documents, applicable law and the delinquency status of your loan, a partial payment may be (1) returned to you, (2) applied to your loan, or (3) accepted but held in a non-interest-bearing unapplied funds account for a period of time until you send us additional funds sufficient to equal a full periodic payment due. If your periodic payments are paid current and you submit a partial payment, the partial payment will be applied as you instructed, and, if not instructed, it will be applied first to fees or other amounts owed on your account and the remainder will be applied to the principal balance of your loan. If, for any reason, we're unable to apply a partial payment to your loan as you instructed, we may return the payment. If your loan is not current and your loan documents permit us to hold a partial payment in a non-interest-bearing account, we'll do so until you send us additional funds to equal a periodic payment. If your loan is in default and declared due and payable or your loan is in foreclosure, we may be unable to apply a partial payment to your loan and may hold it in a non-interest-bearing unapplied funds account or return it.

Interest calculation: For all full-month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, regardless of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365-day year.

Other important information

Debt Collection Notice: Bank of America, N.A. is required by law to inform you that this communication is from a debt collector.

Bankruptcy Notice: If you are currently in a bankruptcy proceeding or have previously received a discharge of this debt under bankruptcy law, this notice is being sent to you for informational purposes only and is not an attempt to collect a debt, a demand for payment, a request on an obligation or an attempt to impose personal liability upon you for a discharged debt.

Amount to bring your account current: The total amount in this section represents the total of (1) all periodic principal, interest and escrow (if applicable) payments now due under your loan documents, including past due payments and (2) the periodic principal, interest and escrow (if applicable) payment of the current payment due under your loan documents as indicated on this statement. If you submit funds sufficient to cover this total amount, your loan will be considered current with respect to the periodic principal, interest and escrow (if applicable) payments due under your loan. Please note, if you only submit this total amount, you may still owe additional amounts on your account, such as late payment fees and other fees as well as amounts for any optional products you may have elected to purchase. If you want to pay those amounts as well, please include additional funds as shown in explanation of total amount due. In addition, the calculation of this total amount does not include any unapplied funds related to your account, if applicable.

Credit reporting notice: We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

056886696600000095582000099366

BANK OF AMERICA, N.A.
PO BOX 15222
WILMINGTON, DE 19886-5222



RALPH TAYLOR
Property address:
414 S. 9TH ST.
CAMBRIDGE, OH 43725

Account number: 056886696

Amount due on 02/01/17 \$955.82

Late fee will be charged after 02/16/17* \$37.84

Additional principal \$.

Additional escrow \$.

Total enclosed \$.

⑆586990058⑆056886696⑆

Late Fee: The Late Fee shown on this statement may not be charged in limited circumstances, such as: changes to your account relating to loan modification trial plans, foreclosure, bankruptcy, natural disaster, and special forbearance on your loan, or due to applicable State or Federal law requirements.

Overdue payments, fees, and charges: If your loan is delinquent, this amount may include unpaid amounts for optional products. If the loan is not delinquent, the amount will not include unpaid amounts for optional products. Failure to pay amounts due on optional products may result in cancellation of your product. You have the right to cancel your optional product(s) at any time. For questions regarding your optional product, please contact the product provider directly using the phone number appearing in the "Optional products" section of your statement.

Paid year-to-date: Balances in the "Past payments breakdown" section shouldn't be used for year-end tax reporting. Please use the information on IRS Form 1098, which will be provided during tax season, for reporting purposes. Balances for loans that have been service-transferred or have undergone modification may reflect activity that has occurred since the date of transfer or modification only.

Payoff: You can request a payoff quote by calling 1.800.669.5833. If a third party will be requesting a payoff quote on your behalf, you must authorize the third party to make the request. A fax fee may apply if you or a third party want the payoff quote faxed. If so, the amount of the fee will be disclosed at the time the expedited delivery is requested. If we receive payoff funds greater than the amount required to pay off your loan, we'll process and mail a refund of the overage to your mailing address on our loan servicing system within 20 business days of the payoff. You can update your mailing address on our loan servicing system by calling customer service or through Bank of America's Online Banking service available on our website at bankofamerica.com.

Statement information: The information contained in this statement is accurate as of the date of this statement but may not contain all information related to your loan. For the most up to date and complete information regarding your loan, please contact customer service.



You can make your payment:

- By automatic draft payment using PayPlan
- Online at bankofamerica.com
- By phone - call 1.800.669.6607
- At any Bank of America financial center
- By mail using the enclosed envelope

For checks or money orders

- Make your check payable to Bank of America, N.A.
- Please write your loan number on the check or money order.
- Include this payment coupon with your check (do not staple your check to the coupon).
- Please do not send cash or include correspondence.
- Use blue or black ink.

**Your Home Loan Account**

RALPH TAYLOR

| Account 6696

| January 17, 2017

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Delinquency notice

Your mortgage payment(s) are late. If you don't bring your account current, it may result in fees and foreclosure (the loss of your home). As of January 17, 2017, you are 3396 days delinquent on your mortgage loan. If you're experiencing financial difficulty, please refer to the Additional contact information section in your statement for information on mortgage counseling or assistance.

Recent account history

Payment due date	Payment amount due	Unpaid balance due	Outstanding balance due
	\$0.00	Prior to 07/01/16	\$83,758.17
07/01/16	\$918.31	\$918.31	\$84,676.48
08/01/16	\$955.82	\$955.82	\$85,632.30
09/01/16	\$955.82	\$955.82	\$86,588.12
10/01/16	\$955.82	\$955.82	\$87,543.94
11/01/16	\$955.82	\$955.82	\$88,499.76
12/01/16	\$955.82	\$955.82	\$89,455.58
01/01/17	\$955.82	\$955.82	\$90,411.40
02/01/17	\$955.82	\$955.82	\$91,367.22

This represents the total outstanding and current principal, interest and escrow (if applicable) due. \$91,367.22 is due to bring your account current.

*For all amounts due on your loan, please refer to the Total amount due on the first page of the statement.

Bank of America, N.A. services your home loan on behalf of the holder of your note (Noteholder). Your account remains seriously delinquent. If we don't hear from you immediately, we'll have to take appropriate action to protect the interest of the Noteholder. This action may include returning payments that are less than the total payments due.

Please send the full amount due with the payment coupon immediately. Bank of America, N.A. will proceed with collection activity until your account is brought current. You'll be responsible for all costs incurred in this process to the extent permitted by your loan documents and applicable law. Thank you for your prompt attention to this matter.

Any automatic payment service you signed up for is suspended until you bring your account current. If your loan is not brought current before your next scheduled payment draft date, your payment will not be drafted, which could lead to additional delinquency. In that case, you'll need to send your payment directly to Bank of America, N.A. If you're unable to bring your account current, please call us at 1.800.405.0078.

Note to Delaware Residents: If you're struggling with your mortgage payments, you'll find information on state-supported assistance by visiting www.delawarehomeownerrelief.com.

There has been a payment default or other default on your loan that could result in acceleration of all sums due under the note. As a result, Bank of America, N.A. will use companies, including but not limited to its affiliate ReconTrust Company, N.A., to provide services required to protect the note holder's interest and rights in the property and under the note and security instrument, including any remedies thereunder -- the Default-Related Services. Bank of America, N.A. will assess fees to your loan account for the Default Related Services, including those provided by its affiliate. A schedule of fees that may be charged to your account for Default Related Services is available at the following Web address: <http://www.bankofamerica.com/defaultfees>. If you do not have Internet access, please contact us at 1.800.669.6607 to have a fee schedule mailed to you. The fee schedule contains a list of the common non-state specific Default-Related Services you could be charged, however it does not include a complete list of all fees or charges that could be assessed on your loan account.

As long as your loan remains delinquent, Bank of America, N.A. will conduct inspections of your property on a periodic basis. Our right to conduct these inspections and assess the costs to you is described in your loan documents.

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